

REMARKS/ARGUMENTS

The Applicant thanks the Examiner for the telephone interview conducted on December 2, 2004. During that interview, the Examiner and Applicant primarily discussed the Examiner's remarks in paragraph 6 of the Office Action mailed October 12, 2004.

In particular, at paragraph 6 of the October 12 Office Action, the Examiner states that the limitation of claim 1, "distributing the negotiant function to a consumer for execution by said consumer" is disclosed in Herz, specifically by:

... said proxy server S2 has sent a message to a server S4 and server S4 has created a response M2 to message M1 ... (Herz, col 39, lines 61-63)

The Examiner states that the process described above is to negotiate the release of user-specific information and credentials from proxy server S2, and is therefore readable as distributing the negotiant function to a consumer or user.

However, as was stated during the interview, the Applicant believes there are two elements of the claim 1 limitation set forth above that are not taught in the Herz passage cited by the Examiner, nor in any other part of Herz. First, claim 1 requires that the negotiant function *be with the consumer*, i.e., "... distributing the negotiant function to a consumer ...". In other words, since claim 1 requires the negotiant function to be distributed to the consumer, the negotiant function and the consumer must be together. Second, claim 1 requires that the negotiant function *be executed by the consumer*, i.e., "... for execution by said consumer ...". This limitation of claim 1 requires that the consumer actually participate in the negotiation.

Therefore, a negotiation process that occurs away and apart from the consumer (i.e., the user) cannot anticipate claim 1. The process described in Herz occurs away from the consumer. In the passages of Herz cited by the Examiner, a negotiation takes place between server S2 and server S4, i.e.,

When necessary in order to act on embedded message M1, server S4 may exchange or be caused to exchange further signed and optionally encrypted messages with proxy server S2, still over normal point to point connections, in order to negotiate the release of user-specific information and credentials from proxy server S2. (Herz, col. 39, lines 47-53, emphasis added)

This negotiation does not involve the user at all. Herz further teaches that after the negotiation, the server S4 may send a response M2 to the user, via server S2, i.e.,

If proxy server S2 has sent a message to a server S4 and S4 has created a response M2 to message M1 to be sent to the user, then server S4 transmits the response M2 to the proxy server S2 using normal point-to-point connections. (Herz, col. 39, lines 61-65).

But sending the response M2 occurs after and as a result of the negotiation between servers S2 and S4. The negotiation thus is not executed by the user, as is required by claim 1. Since Herz does not teach all of the limitations of claim 1, the rejection is improper and should be withdrawn.

The arguments above set forth the substance of the interview that occurred on December 2, 2004. The Examiner neither agreed nor disagreed with these arguments at the time of the interview, but rather requested that the Applicant present these arguments again in the present response.

Independent claim 7 also recites distributing a negotiant function for execution to consumers, so the arguments set forth above also apply to independent claim 7. Since Herz does not teach all of the limitations of claim 7, that rejection is improper and should be withdrawn.

Independent claim 3 recites receiving a negotiant function for execution. As set forth above, Herz does not teach or suggest any distribution of a negotiant function. The negotiation taught by Herz takes place between servers S2 and S4, and neither server receives a negotiant function. Since Herz does not teach all of the limitations of claim 3, that rejection is improper and should be withdrawn.

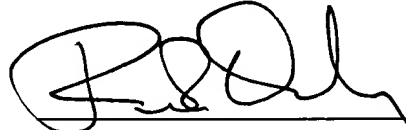
For the reasons stated above, we believe that the claims are allowable and therefore ask the Examiner to allow them to issue.

Please apply any charges not covered, or any credits, to Deposit Account No. 08-0219.

Respectfully submitted,

Date: _____

2/14/2005



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